

Appendix B

Public Involvement and Participation Information

The information in this Appendix supplements the information contained in the body of the Annual Report under MCM No. 2.

BMP 2-1.b

Four print ads were run in the local papers to encourage citizens to attend Public Workshop #1, which was held on April 9, 2007:

- 3/30/07 Carmel Pine Cone –circulation 22,000 per issue
- 4/5/07 Monterey County Weekly- circulation 39,650 per issue
- 4/6/07 Carmel Pine Cone-circulation 22,000 per issue
- 4/7/07 The Herald-circulation 35,327 per issue

In addition an announcement publicizing the Workshop was posted on the SEA website, and the announcement was also sent to the MRSWPPP list serve which is maintained by the Program Manager.

BMP 2.2a

The dirty word radio ad “Cigarette Butts” aired on several radio stations in order to encourage individuals to participate in Coastal Clean Up Day:

- KWAV from 9/13/06-9/30/06
- The Hippo 9/14/-9/30/06
- KDON 9/13/06-9/30/06

BMP 2-2.d

Urban Watch-Monterey for the period 9/8/06-9/7/07:
23 volunteers worked a total of 287.25 hrs.

Urban Watch-PG- for the period June 2007-9/7/07:
9 volunteers worked a total of 124 hrs.

Total of all volunteers and their hours for Monterey County Snap Shot Day and First Flush:

- Snapshot Day, May 5, 2007 – 56 people x 5= 280 hours worked;
- First Flush, October-November 2006 – 37 people = 245 hours worked

Walk ‘N Talk- dates, etc. numbers of people/hours:

- Salinas Walk ‘N Talk -April 14, 2007 - 3 people = 6 hours;
- Seaside Walk ‘N Talk -June 19, 2007 - 5 people = 10 hours

BMP 2-2.d

In addition to print ads placed by the SEA group in local papers public participation events were publicized by other means. This included email list-serves by the SEA group, Sanctuary, individual cities and nonprofit partners. Flyers were given out at community events by SEA and the Sanctuary and posted on their individual websites. Additionally, the events were placed in the event section of all the local media papers and posted on the local television station community events calendars and websites.

BMP 2-2.d

The contract which begins on the following page is being executed to conduct the expanded outfall monitoring program which is one of the Measurable Goals under this BMP.

**CONTRACT BETWEEN MRWPCA AND THE MONTEREY BAY
SANCTUARY FOUNDATION TO PERFORM OUTFALL
MONITORING IN FULFILLMENT OF ONE OF THE
MEASURABLE GOALS OF BMP 2-2.d**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES is made and entered into on _____ by and between MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as "AGENCY," and MONTEREY BAY SANCTUARY FOUNDATION, a _____, hereinafter referred to as "PROFESSIONAL," as follows:

SECTION I: ADHERENCE TO TERMS OF AGREEMENT

AGENCY intends to literally interpret and strictly apply all terms and conditions of this Agreement. All approvals which are required to be in writing must be in writing to be valid and binding. PROFESSIONAL is encouraged to raise to AGENCY any questions with regard to interpretation or applicability of any provision of this Agreement before undertaking the work.

SECTION II: EMPLOYMENT

AGENCY hereby employs PROFESSIONAL, as an independent contractor to furnish the professional services covered by this Agreement, and the Requests for Service issued under it, in accordance with the terms and conditions set forth below, and PROFESSIONAL hereby accepts such employment.

SECTION III: WORK ASSIGNMENTS

It is the intent of AGENCY and PROFESSIONAL to authorize the performance of work under this Agreement by executing a series of written work assignments setting forth the specific description, scope, and costs of the work to be performed. Such assignments shall be called "Requests For Service" (RFS) and shall be numbered consecutively. Each RFS, upon execution by PROFESSIONAL and by AGENCY, shall become and be considered as a part of this Agreement, and all provisions herein shall apply to said RFSs. The RFS form to be used is contained in Attachment A to this Agreement.

SECTION IV: TIME OF PERFORMANCE

- A. General - Time is of the essence on the work of the RFSs issued under this Agreement.

Therefore, PROFESSIONAL shall perform its services in a timely manner. Specific performance times shall be specified for each individual RFS under this Agreement. PROFESSIONAL shall make every reasonable effort, including assigning of additional personnel to the work and/or working overtime, to complete the authorized work within these stipulated time periods. The taking of such additional measures to complete the work within the stipulated time periods will not entitle PROFESSIONAL to additional compensation, if the work is being performed under the Lump Sum Payment Method, except as provided for in Section V, Paragraph B.

- B. Subcontracted Services - For subcontracted services PROFESSIONAL shall contract for and schedule such services in a timely fashion in accordance with the requirements of the work, and shall be fully responsible for the performance and quality of all work performed by its subcontractors.
- C. Extensions of Time - The time of performance established for a particular RFS may be extended at any time prior to completion of the work by mutual agreement in writing between AGENCY and PROFESSIONAL.

SECTION V: COMPENSATION

- A. General - AGENCY and PROFESSIONAL shall negotiate the costs and fees for each specific RFS. The method of payment of said costs and fees shall be either on a lump-sum basis, on a cost-plus-a-fixed-fee basis, or on a time-and-expense basis. The method of payment will depend on the specific conditions, the scope of work, and the services to be performed for each specific RFS.
- B. Projected Cost Overruns Under Cost-Plus-a-Fixed-Fee or Time-and-Expense Payment Methods - If, at any time in the performance of the work of a specific RFS under the Cost-Plus-a-Fixed-Fee or Time-and-Expense payment methods, PROFESSIONAL has reason to believe that the costs which it expects to incur to complete the work of that RFS will exceed the total amount authorized for that RFS, PROFESSIONAL shall notify AGENCY in writing to that effect. The notice shall:
 - (1) State the reason(s) why PROFESSIONAL anticipates a cost overrun;
 - (2) State the estimated amount of additional funds beyond the total amount currently authorized that will be required to complete the work authorized by the RFS; and
 - (3) Provide recommendations of how the overrun can be avoided;

If, after such notification, additional funds are not allotted, AGENCY will, if required in writing by PROFESSIONAL, terminate the work of that particular RFS pursuant to the provisions in Section VI, TERMINATION.

C. Lump-Sum Payment Method - AGENCY may elect to pay PROFESSIONAL a lump sum Total Price amount to be determined for a specific RFS. In addition to this lump sum amount, a Special Services allowance, as defined in this section, may also be established.

1. Lump Sum Total Price - PROFESSIONAL shall perform all work authorized by a lump sum type of RFS for the lump sum Total Price amount. No additional payments for said work will be requested by PROFESSIONAL or authorized by AGENCY, unless both parties agree that there is additional work, beyond the scope of services authorized by the RFS, which must also be performed. Before any such additional work is undertaken, AGENCY and PROFESSIONAL shall execute a separate amendment to the RFS setting forth the scope and costs of the additional work to be performed.

2. Special Services Allowance - To cover unforeseen circumstances, AGENCY and PROFESSIONAL may negotiate a Special Services allowance. PROFESSIONAL shall provide AGENCY with written notification stating the reasons for requiring the utilization of any or all of the Special Services allowance. No utilization of any portion of the allowance shall occur without the prior written approval of the AGENCY. Special Services costs will be charged in accordance with the Time-and-Expense Payment Method as defined in Paragraph D of this section.

D. Cost-Plus-A-Fixed-Fee Payment Method - AGENCY may elect to pay PROFESSIONAL on a cost-plus-a-fixed-fee basis which shall be the sum of (1) Direct Salaries, (2) Overhead Costs, (3) Direct Non-Salary Expenses, and (4) A Fixed Fee.

1. Direct Salaries - Shall be the amount paid by PROFESSIONAL to its employees for time directly chargeable to a given RFS, exclusive of costs for fringe benefits for said employees and other payroll costs not paid to the employee.

2. Overhead Cost - Shall be a percentage of the Direct Salaries. The percentage to be charged shall be negotiated between AGENCY and PROFESSIONAL, and it shall be stipulated in each RFS for which this type of payment method will be used.

3. Direct Non-Salary Expenses - Shall be all identifiable costs directly chargeable to each RFS including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other

documents; equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this shall be stated in the RFS.

4. Fixed Fee - Shall be a fixed amount for interest on invested capital, readiness to serve, and profit. A fixed fee shall be established for each specific RFS for which the cost-plus-a-fixed-fee payment method will be used. This fixed fee will not change regardless of whether the Total Estimated Cost is greater than or less than the actual costs, unless both parties agree that there has been a change in scope. In such instance, the fixed fee will be renegotiated.
 5. Total Estimated Cost - Is the sum of categories (1), (2), and (3) above.
 6. Total Price - Is the sum of categories (1), (2), (3), and (4) above.
 7. Invoices - Invoices shall include the costs incurred in categories (1), (2), and (3), plus a proportionate amount of the category (4) Fixed Fee.
- E. Time-and-Expense Payment Method - For tasks for which the scope of work is not readily definable, AGENCY may elect to pay PROFESSIONAL on a time-and-expense basis in accordance with the PROFESSIONAL's most current Standard Schedule of Compensation. The hourly rates set forth in the Standard Schedule of Compensation shall be inclusive of all direct and indirect salary costs, overhead, fringe benefits, profit, and other costs, and shall reflect the total hourly charge for each listed job category. Other direct non-salary expenses for the performance of work authorized under the Time-and-Expense Payment Method shall be all identifiable costs directly chargeable to each RFS including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other documents; equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this Agreement shall be stated in the RFS. Direct non-salary expenses shall be compensated for at their actual cost, unless otherwise stated in the RFS, providing they have been authorized in advance by AGENCY. A Total Price, which may not be exceeded without AGENCY's prior written approval, will be established for each specific RFS for which this payment method will be used.
- F. Terms of Payment - PROFESSIONAL shall invoice AGENCY monthly for work completed during the previous month. All invoices shall be due and payable within thirty (30) days of the date of receipt by AGENCY, provided all costs included in the invoice are adequately supported by documentation accompanying the invoice. If payment is not made within sixty (60) days of the date of receipt by AGENCY, interest on the unpaid balance will accrue beginning with the sixty-first day at the rate of 1.0 percent per month, or the maximum interest rate permitted by

law, whichever is the lesser. Such interest shall become due and payable at the time said overdue payment is made.

- G. Penalty for Late Performance - The PROFESSIONAL is not responsible for delays in the schedule caused by events outside PROFESSIONAL's reasonable control. However, in the event PROFESSIONAL fails to properly complete work within thirty (30) days of the date such work is due (pursuant to schedules developed in accordance with Section IV of this Agreement), because of events within PROFESSIONAL's reasonable control, AGENCY SHALL reduce the total compensation established for the work of that RFS by ten percent (10%). Said reduction shall be deemed liquidated damages for the untimely performance of work required by this Agreement. PROFESSIONAL shall be deemed to have waived any claim for such amount by reason of his failure to perform in a timely fashion.

SECTION VI: TERMINATION

Notwithstanding the above, AGENCY reserves the right to terminate any RFS to this Agreement at any time prior to the completion of the services to be furnished by PROFESSIONAL under said RFS by giving a written Notice of Termination to PROFESSIONAL, in which event AGENCY shall pay PROFESSIONAL only for work done and direct costs incurred by PROFESSIONAL under said RFS prior to receipt of such notice of termination. Such costs will include reasonable costs to bring the work to a halt, and costs to deliver to AGENCY the documentation described in the following paragraph. Termination of a particular RFS will not affect any other operative RFS.

Upon receipt of a Notice of Termination, PROFESSIONAL shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver to AGENCY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by PROFESSIONAL in performing work under this Agreement, whether completed or in process.

Upon termination AGENCY may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by AGENCY for completion will be completed at AGENCY's risk, and AGENCY will hold harmless PROFESSIONAL from all claims and damages arising out of improper use of PROFESSIONAL's work.

SECTION VII: AGENCY LIABILITY

PROFESSIONAL understands that this Agreement is with AGENCY alone, and that none of the members of AGENCY are liable for any sums which may be payable hereunder, or for any debts of AGENCY.

SECTION VIII: CHANGES

AGENCY may, at its discretion and from time to time, revise, correct, or modify the work to be performed

under an RFS. All such changes shall be made formally and in writing to PROFESSIONAL. PROFESSIONAL shall comply with such changes. Should PROFESSIONAL determine that said changes will result in an increase or decrease in costs to PROFESSIONAL, these costs shall be evaluated by AGENCY and PROFESSIONAL for negotiation as to adjustment in the compensation due PROFESSIONAL, and written agreement as to said adjustment shall be reached between the parties prior to commencement of any work that will cause an increase or decrease in PROFESSIONAL's costs. Any increased costs in excess of the Total Price incurred by PROFESSIONAL prior to execution of a written agreement covering said increased costs shall not be compensable.

SECTION IX: DUTIES OF AGENCY

AGENCY agrees to perform duties in connection with this Agreement and RFS issued under it as follows:

- A. To assist PROFESSIONAL in obtaining any available information concerning location and details of facilities under control of AGENCY that may affect the work of an RFS, and to render reasonable assistance to PROFESSIONAL;
- B. To examine within a reasonable time so as not to delay the work of PROFESSIONAL, all studies, reports, sketches, drawings, specifications, cost estimates, proposals and other documents presented by PROFESSIONAL to AGENCY for such purpose;
- C. To give prompt written notice to PROFESSIONAL whenever AGENCY observes or otherwise becomes aware of any defect in the work of PROFESSIONAL;

SECTION X: DATA FURNISHED BY AGENCY

For the purpose of aiding PROFESSIONAL in the performance of its obligations under this Agreement and RFS issued under it, AGENCY shall furnish PROFESSIONAL all relevant data in its possession and shall render all reasonable assistance to PROFESSIONAL in connection with its performance hereunder. AGENCY is responsible for the reasonable correctness of data so furnished, but it shall likewise be the responsibility of PROFESSIONAL to apply reasonable caution in its use and interpretation of the data and to promptly advise AGENCY of any incorrectness or suspected incorrectness in the data furnished.

AGENCY shall provide to PROFESSIONAL in a timely manner all materials, decisions, and direction which are necessary to the progress of the work and which are basically the prerogative of AGENCY, but which PROFESSIONAL is not required to determine or provide under the terms of this Agreement.

SECTION XI: RESPONSIBILITIES OF PROFESSIONAL

PROFESSIONAL is employed to render a professional service only, and any payments made to him are

compensation solely for such services as he may render and recommendations he may make in carrying out the work. PROFESSIONAL shall follow professional practices to make findings, opinions, factual presentations, and professional advice and recommendations.

PROFESSIONAL's review or supervision of work prepared or performed by other individuals or firms employed directly by AGENCY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by PROFESSIONAL under this Agreement. PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

PROFESSIONAL shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement and in accordance with this Agreement.

Approval by AGENCY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve PROFESSIONAL of responsibility for the technical adequacy of his work. Neither AGENCY's review, approval or acceptance of, nor payment for, any of the services rendered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

PROFESSIONAL shall be and remain liable in accordance with applicable law for all damages to AGENCY caused by PROFESSIONAL's negligent performance of any of the services furnished under this Agreement. The only exception in this regard will be for errors, omissions or other deficiencies to the extent attributable to AGENCY, AGENCY-furnished data or any third party not under the control of PROFESSIONAL. PROFESSIONAL shall not be responsible for any time delays in the project caused by circumstances beyond PROFESSIONAL's control.

SECTION XII: SUBCONTRACT

AGENCY has entered into this Agreement in order to receive the professional services of PROFESSIONAL. PROFESSIONAL will therefore not make an assignment to a third party of all or any portion of the services required of PROFESSIONAL under this Agreement and RFSS thereto without first obtaining the written consent of AGENCY. PROFESSIONAL may, however, make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of PROFESSIONAL, enhance the quality of its service to AGENCY under this Agreement provided, however, that any such additional assistants, part-time or otherwise, shall be considered employees of PROFESSIONAL or of PROFESSIONAL's subcontractor(s), and the responsibility for same shall rest with PROFESSIONAL.

SECTION XIII: INDEPENDENT PROFESSIONAL

PROFESSIONAL shall perform the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The employees of PROFESSIONAL shall not be deemed to be the employees of AGENCY, and AGENCY shall have no right to control the physical conduct of PROFESSIONAL's employees.

SECTION XIV: USE OF DOCUMENTS

For all work performed under this Agreement and all RFSs thereto, PROFESSIONAL shall provide to AGENCY copies of all plans, drawings, specifications, studies, reports, analyses, calculations, and all other work products and supporting documentation developed in the course of performing the work authorized by these agreements. The costs for reproducing, assembling, and delivering said copies of these documents to AGENCY shall be considered to have been included in the price for performing each RFS, whether or not specifically stated therein. Unless stated otherwise in the RFS, one paper copy, and the electronic file on disc or on CD (e.g. in MS Word, MS Excel, etc.), of each document shall be provided by PROFESSIONAL to AGENCY. AGENCY shall have the right, and permission of PROFESSIONAL, to use any such document for any purpose which AGENCY deems appropriate. Use of documents for other than their intended purpose shall be at AGENCY's risk. AGENCY shall hold PROFESSIONAL harmless from all claims and damages arising out of improper use of said documents.

SECTION XV: AMENDMENTS AND SCOPE OF AGREEMENT

AGENCY hereby reserves the right to amend the provisions of this Agreement from time to time as may be in the best interest of AGENCY. Such amendments, upon acceptance by PROFESSIONAL and by AGENCY, shall become and be considered as part of this Agreement, and all provisions herein shall apply to such amendments.

This Agreement constitutes the entire agreement between the parties relative to the subject matters hereof, and no modifications thereof shall be effective unless and until such modifications are evidenced by written amendments, signed by both parties, to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement which are not actually contained in the Agreement, except those expressly contained in such written amendments.

SECTION XVI: SUCCESSORS AND ASSIGNS

This Agreement and all amendments thereto shall be binding upon and inure to the benefit of any successors and assigns of the respective parties hereto.

SECTION XVII: ATTORNEYS' FEES

If any legal action is necessary to enforce or interpret the terms or provisions of this Agreement and all amendments thereto, and the respective rights and duties of the parties hereunder, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he may be entitled.

SECTION XVIII: JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in this state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION XIX: INSURANCE

PROFESSIONAL shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PROFESSIONAL, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

PROFESSIONAL shall maintain the types of insurance with limits no less than those set forth below, and having no deductibles, except as noted.

The coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.

Required coverage:

1. General Liability Insurance: Combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease. If PROFESSIONAL has no employees, this coverage is not required.
4. Workers' Compensation Insurance: As required by the State of California.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by AGENCY before any work under this Agreement is performed.

C. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. AGENCY, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL; products and completed operations of PROFESSIONAL; premises owned, occupied or used by PROFESSIONAL; or, automobiles owned, leased, hired or borrowed by PROFESSIONAL. The coverage shall contain no special limitations on the scope of protection afforded to AGENCY, its officers, officials and employees.
2. For any claims related to this project, PROFESSIONAL's insurance coverage shall be primary insurance as respects AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by AGENCY, its officers, officials, employees, or volunteers shall be excess of PROFESSIONAL's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to AGENCY, its officers, officials and employees.
4. PROFESSIONAL's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to AGENCY.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to AGENCY.

E. Verification of Coverage

PROFESSIONAL shall furnish AGENCY with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by AGENCY before work commences. If this is not possible due to time constraints prior to commencement of work, PROFESSIONAL may initially furnish Certificates of Insurance in lieu of endorsements, as long as the endorsements are provided within forty-five (45) days from the date of execution of this Agreement.

F. Subcontractors

PROFESSIONAL shall include all subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION XX: INDEMNIFICATION

PROFESSIONAL shall indemnify and hold harmless AGENCY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recoverable against it or them by reason of any negligent act, negligent error, or negligent omission of PROFESSIONAL, his agents, or employees for work performed under this Master Agreement.

SECTION XXI: WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

A. AGENCY: General Manager
 Monterey Regional Water
 Pollution Control Agency
 5 Harris Court, Building D
 Monterey, CA 93940

B. PROFESSIONAL: Water Quality Program Director
 Monterey Bay Sanctuary Foundation
 299 Foam Street
 Monterey, CA 93940

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of fourteen (14) pages and one (1) Attachment in duplicate on the date hereinabove written.

AGENCY

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY

PROFESSIONAL

MONTEREY BAY
SANCTUARY FOUNDATION

By _____
 Keith E. Israel
General Manager/Secretary
to the Board of Directors

By _____
 Dennis J. Long

ATTACHMENT A

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY
REQUEST FOR SERVICE

DATE: _____

RFS NO. _____
(To be filled in by AGENCY)

TO: _____

FROM: _____

Services Needed and Purpose:

_____(Provide detailed scope of work description on page A-2, or attach Scope of Work marked "Attachment 1".)

Completion Date: _____ (Attach schedule marked "Attachment 2" if appropriate.)

Method of Compensation: _____ (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$ _____ (Cost is authorized only when evidenced by signature below.)

Total Price may not be exceeded without prior written authorization by AGENCY in accordance with Section V. COMPENSATION.

Requested by: _____ **Date:** _____
AGENCY Director of Engineering

Authorized by: _____ **Date:** _____
AGENCY General Manager

Agreed to by: _____ **Date:** _____
PROFESSIONAL

Detailed Scope of Work for RFS No.____:

ESTIMATED COST SUMMARY

<u>Job Category*</u>	<u>Hours</u>	<u>Hourly Rate*</u>	<u>Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Per Standard Schedule of Compensation attached hereto.

Subtotal: \$ _____

Other Direct Costs (description): _____

Vehicle mileage @ \$ ____ /mile \$ _____

Total Estimated Cost: \$ _____

Note: Regardless of the use of the term "Estimated Cost" on this page A-3 of this RFS, if the work of this RFS is to be compensated for using Lump Sum Payment method, it is understood and agreed to by PROFESSIONAL that the Total Price listed on page A-1 of this RFS is binding and limiting as defined in Section V of the Agreement.

C:\...\FORMS\PROFSVCS.RFS

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY
REQUEST FOR SERVICE

DATE: September 1, 2007

RFS NO. 2007-01

(To be filled in by AGENCY)

TO: Bridget Hoover

FROM: Robert Jaques

Services Needed and Purpose:

Background: AGENCY serves as the Program Manager for a group of public entities that are covered by an NPDES permit containing storm water pollution prevention requirements. These entities are collectively carrying out the Monterey Regional Storm Water Management Program (MRWSWMP). One of the BMPs in the MRSWMP is to perform storm water outfall monitoring. AGENCY wishes to engage the services of PROFESSIONAL to manage and conduct this outfall monitoring. The services to be provided under this RFS are described in detail in on pages A-2 and A-3.

Completion Date: The work of this RFS will be performed between September 8, 2007 and September 7, 2008.

Method of Compensation: Lump Sum (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$43,210.00. Payments to be made in four equal quarterly installments, as described on page A-4. (Cost is authorized only when evidenced by signature below.)

Total Price may not be exceeded without prior written authorization by AGENCY in accordance with Section V. COMPENSATION.

Requested by: _____ **Date:** _____
AGENCY Storm Water Program Manager

Authorized by: _____ **Date:** _____
AGENCY General Manager

Agreed to by: _____ **Date:** _____
PROFESSIONAL

Detailed Scope of Work for RFS No. 2007-01:

Monterey Regional Storm Water Management Plan (MRSWMP) Expanded Monitoring Program

The Monterey Bay Citizen Watershed Monitoring Network will coordinate the expanded monitoring program for the MRSWMP group. This entails monitoring 20 outfalls (see below) four times a year. The outfalls will be monitored two times following the protocols and parameters for the Urban Watch dry weather monitoring program. In addition, the 20 outfalls will be monitored 2 more times following the protocols and parameters for the Dry Run and First Flush programs. The tasks include:

- 1) Recruit volunteers
- 2) Train volunteers
- 3) Coordinate monitoring including; manage volunteers, data entry, data analysis
- 4) Produce one report that will incorporate all of the results from the four monitoring events.

List of sites:

New Sites

Pacific Grove

- 1 24" No end of Grand Avenue at Ocean View Blvd.
- 2 24" No end of Grand Avenue at Ocean View Blvd.
- 3 24" No end of Fountain Avenue at Ocean View Blvd.
- 4 2-24" No of Oceanview Blvd. between Fountain and 15th St
- 5 24 or 30" at the Hopkins Marine lab, near the MB Aquarium

Seaside

- 6 6'x6' box culverts NW of the end of Canyon Del Rey at Sand Dunes Dr (Monterey Beach Hotel)

Carmel

- 7 36"x60" box culvert at the W end of 4th Ave
- 8 24" W end of Ocean Ave.
- 9 24" W end of 8th Ave.
- 10 2-36" S of Carmel Mission discharging to the Carmel River

Existing Sites:

Seaside

- 11 Bay Street

Monterey

- 12 Twin 51s
- 13 San Carlos
- 14 Steinbeck

Pacific Grove

- 15 Hopkins
- 16 8th Street
- 17 Greenwood Park
- 18 Lover's Point
- 19 Pico
- 20 Asilomar

COST SUMMARY

(Note: The total cost of \$43,210.00 for the work of this RFS 2007-01 will be paid in four equal quarterly installments of \$10,802.50 on September 8, 2007, December 8, 2007, March 8, 2008, and June 8, 2008.

MRWPCA Monitoring: 20 Outfalls, Four Times a Year

Urban Watch Program	Group Additional Outfall Monitoring
Recruit Volunteers	\$1,575
Conduct Training	\$1,575
Manage supplies, coordinate with MRWSWMP Group, manage program through coordination of sampling; perform sampling, data entry	\$5,350
Lab Costs ¹	\$1,400
Equipment - Replacement & Reagents ²	\$260
Media (paid for under MM-1 of the SEA program)	
UW Sub-Total Cost:	\$10,160.00

1 Lab costs based on analysis for E.coli and Enterro, monitored monthly - OPTIONAL

2 Equipment costs consists of re-stocking of in-field reagents and equipment for temp, pH, and conductivity

First Flush Program	Group Additional Outfall Monitoring
Recruit Volunteers	\$1,575
Conduct Training	\$1,575
Event preparation (monitor weather, email volunteers, prep. Equipment, conduct event)	\$6,500
Lab Costs ³	\$14,400
Equipment - Replacement & Reagents ⁴	\$500
Media (paid for under MM-1 of the SEA program)	
FF Sub-Total Cost	\$24,550

3 Lab costs based on analysis for: nitrate, ortho-p, coliform, E.coli, TSS, TDS, Cu, Zn, Pb, hardness. Dry run plus three time series and QA

4 Equipment costs consist of restocking supplies for in-field tests: pH, transparency, temp, conductivity

One Time Fees	
UW/FF Report	\$7,500
Volunteer Recognition	\$1,000
Sub-Total	\$8,500
UW Sub-Total Cost:	\$10,160
FF Sub-Total Cost	\$24,550
Total Costs	\$43,210

Note: Regardless of the use of the term "Cost Summary" on page A-4 of this RFS, since the work of this RFS is to be compensated for using Lump Sum Payment method, it is understood and agreed to by PROFESSIONAL

that the Total Price listed on page A-1 of this RFS is binding and limiting as defined in Section V of the Agreement.

COASTAL CLEANUP DAY RESULTS 2007

Cleanup Site	# of Volunteers	Trash	Recycle	Total Pounds	# of Miles Cleaned	Unusual Items
Kirby Park - Elkhorn Slough	44	4400	600	5000	5	
Moss Landing State Beach	64	61	43	104	3	
Salinas River SB - Sandholte	21	20	50	70	1.5	
Salinas River State Beach - Potrero	7	22	17	39	1	electronic sex toy
Marina State Beach - Reservation	110	42	37	79	4	
Marina State Beach - Friday	60	40	20	60		
Marina State Beach - Lake Court	48	106	68	174	2	
Locke-Paddon	61	500	20	520	2	
Upper Carr Lake	14	1059	20	1079	2	bag of jewelry, Elvis halloween mask, safe blown up on the sides
Sand City - Bay/Tioga	119	475	28	503	1	toilet seat
Seaside State Beach	86	296	169	465	2	plastic preying mantis, vintage 70's dress
Casa Verde Beach - North Del Monte	42	62	17	79	2	old carpet
Del Monte Beach - Wharf 2	218	238	128	366	3	
San Carlos Beach	5	4	2	6	1	
Wharf 1 - Heritage Harbor	25	50	25	75	2	
Kayak Cleanup: Monterey Bay	31	39	23	62	5	
Lover's Point Beach	13	26	2	28	2	
Asilomar State Beach	75	36	7	43	2	
Carmel City Beach	64	102	84	186	2	
Monastery Beach	7	10	12	22	1	
Molera Beach - Andrew Molera SP	6	12	6	18	2.5	crab trap, underwear
Big Sur - Highway 1 pullouts	18	121	46	167	8	
Zmudowski State Beach	250	281	105	386	2	
Ft. Ord Dunes	4	77	146	223	3	
Big Sur - various locations	21	40	30	70	5	

TOTALS

1,413	8,119	1,705	9,824	64
Total Volunteers	Pounds of Trash	Pounds of Recycle	Total Pounds	Miles cleaned

CALIFORNIA COASTAL COMMISSION

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Saturday, September 15, 2007
FOR IMMEDIATE RELEASE

For More Information contact:

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California Coastal Cleanup Day
Presented by the California Coastal Commission

Results with 70% of cleanup sites reporting

Thousands of Californians Aim For A Clean Sweep at the 23rd Annual California Coastal Cleanup Day

(San Francisco) Tens of thousands of Californians scoured our beaches, shorelines, and inland locations to pick up trash and debris this morning, combing over 750 sites and collecting hundreds of tons of trash. These volunteers took part in the California Coastal Commission's 23rd Annual California Coastal Cleanup Day presented by Whole Foods Market, part of the International Coastal Cleanup organized by The Ocean Conservancy. Beach and inland waterway cleanups took place up and down the California coast, from Mexico to the Oregon border, around San Francisco Bay, and at sites as far inland as Lake Tahoe and the Salton Sea.

With 70% of the cleanup sites reporting,
the statewide count stands at 45,443 volunteers,
which should approach the event goal of 50,000 volunteers.

Those volunteers picked up 429,890 pounds of trash
and an additional 69,881 pounds of recyclable materials,
for a total of 499,771 pounds.

The Coastal Commission expects to exceed 800,000 pounds of trash when all the totals are in.

Past Coastal Cleanup Day data tell us that most (between 60-80 percent) of the debris on our beaches and shorelines comes from inland sources, traveling through storm drains or creeks out to the beaches and ocean. Rain—or even something as simple as hosing down a sidewalk—can wash cigarette butts, bits of styrofoam, pesticides, and oil into the storm drains and out to the ocean. The California Coastal Commission is asking all Californians to take responsibility for making sure trash goes where it belongs—securely in a trashcan, recycling bin, or a hazardous waste dump when appropriate.

As occurs every year, some unusual items were found throughout California. The Winners of the *2007 Most Unusual Item contest* were:

- Northern California: A volunteer in Monterey County found a safe. The sides of the safe had been blown out, as though by dynamite (the safe was empty).

- Southern California: A volunteer in Los Angeles County found a bottle full of beetles.
- Inland California: A volunteer in San Joaquin County found a litter of puppies. The puppies were put up for adoption.

The Coastal Commission will award \$50 gift certificates to each volunteer who found the unusual items.

For the past five years, California Coastal Cleanup Day has shown steady growth in both volunteer and debris totals, and the initial results from 2007 look to continue this trend. "Our efforts this year were helped tremendously by our new partnership with Whole Foods Market," said Eben Schwartz, Coastal Cleanup Day Director for the California Coastal Commission. "By rooting new and existing sites in each of the Whole Foods Market communities, and publicizing the event in all 40-plus stores throughout the state, they helped engage new volunteers and increased participation significantly."

Results from last year: In 2006, 50,375 volunteers picked up over 945,000 pounds of trash and recyclables statewide on Coastal Cleanup Day, the largest cleanup in the event's history. 40 percent of all debris items picked up were cigarette butts - volunteers picked up over 347,000 of them in only three hours last year. This was the 22nd straight year in which cigarette butts were the most numerous debris item picked up.

Those who were unable to make it to the beach for Coastal Cleanup Day can still participate in COASTWEEKS, a three-week celebration of our coastal resources that takes place across the United States. The Coastal Commission has a calendar of COASTWEEKS events on its website. Volunteers are encouraged to contact the California Coastal Commission for more information about COASTWEEKS. To get involved with COASTWEEKS, or to find out how you can become a Coastal Steward throughout the year, please contact the Commission at (800) COAST-4U or visit our Web site at www.coast4u.org.

The statewide event is presented by the California Coastal Commission and Whole Foods Market® with major statewide support from long-standing partner, Oracle and new statewide partner GaiaM. Regional participation from KPMG, See's Candies, Peet's Coffee and Tea, and Whole Foods Market vendor team, Dr. Bronner's, Nature's Path, Zola Acai, Clover Organics, Natracare, Clif Bar, and Atkins Ranch.

Northern California media sponsors include partner Alice Radio and supporters KPIX/ CW Bay Area TV, and San Francisco Magazine.

Southern California media sponsors include KCAL-TV and KCBS-TV.

California Coastal Cleanup Day 2007 is supported by the California Coastal Commission, California State Parks Foundation, and the Ocean Conservancy. This event is made possible by the hard work of hundreds of local non-profits and governmental agencies throughout the state and 50,000 volunteers annually.

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